

GENERAL TERMS & CONDITIONS

ARTICLE 1. PURPOSE AND DEFINITIONS

The purpose of these terms is to define the conditions in which the services of FRANCE CARGO HANDLING ("FCH"), in whatever capacity it may be acting (authorized agent, freight forwarder, forwarding agent, carrier, warehouse keeper, etc.), are provided. No other terms issued by the Client and transmitted to FCH shall take precedence over these terms. These terms are absolute and the Client cannot depart from them in any manner. Should any contradiction arise between the English version and the French version, the latter shall prevail.

ARTICLE 2. PRICE OF SERVICES

The prices shall be calculated on the basis of the information provided by the Client/Order Giver, taking into account, in particular, the services to be performed, the nature, weight, and volume of the goods to be transported.

The quotations shall be drawn up according to the currency exchange rate at the time when these quotations are given. They shall also depend upon the sub-contractors' terms and prices, and the laws, regulations and international agreements in effect. Should one or several of these fundamental details be modified after the quotation has been received, even by FCH's substitute carriers, in a way that may be enforceable against the latter, and on the basis of evidence reported by the latter, the prices given originally shall be modified under the same conditions. The same shall apply in the case of an unforeseen event, particularly one entailing a change to the planned haulage route. Prices do not include any duties, taxes, fees or charges, direct or indirect, due in application of any regulation, including fiscal or customs regulations (such as excise tax or import duties, etc.).

Article 3. INSURANCE

No insurance shall be taken out by FCH without a written and duplicated order issued by the Order Giver for each shipping operation, specifying the risks to be covered (ordinary and special) and the value of the goods to be insured. Unless precisely specified otherwise, only the usual risks will be covered. Where such an order is given, FCH, acting on behalf of the Client, shall take out an insurance policy with an insurance company known to be solvent for the period of cover. Acting as agent, FCH may not, under any circumstances, be considered as the insurer, on the understanding that in any case, the total cost of the insurance shall be assumed exclusively by the principal. The terms of the policy shall be taken as known and approved by the shippers and the recipients, who shall bear the costs thereof. An insurance certificate shall be issued. Any client who covers the transportation risks personally must specify to its insurers that they may only take action against FCH under the terms and conditions and within the limits set out in article 7 below.

Article 4. PERFORMANCE OF THE SERVICES

The intermediaries and subcontractors chosen by FCH shall be taken as approved by the Client. The dates of departure and arrival which may be given by FCH are purely indicative. The Client will give the precise instructions required regarding the performance of haulage services and accessory services to FCH in due time. FCH is not

held to check the documents (invoice, packing list, etc.) provided by the Client.

Any special instruction for delivery (cash on delivery, etc.) must be the subject of an order, written and duplicated for each shipment, and formally approved by FCH. In any case, such a mandate shall be considered as secondary to the main transport service provided.

Article 5. OBLIGATIONS OF THE CLIENT/ORDER GIVER

The goods shall be handed over to FCH packaged, packed, marked and labelled, in such a way that they will withstand the operations to be performed under normal circumstances and be delivered to the Recipient, according to the instructions given to FCH. In the event of damage effecting the merchandise, or in the event of a delay, it is up to the Recipient or Receiving Agent to proceed with proper and adequate assessment, to take the legal reserves towards the carrier, and, in general, to carry out any action that may be useful in preserving their right of redress in due form and within the deadlines set by law, failing which no action can be taken against FCH.

The Client/Order Giver shall be solely liable for any consequences, regardless of their nature, resulting from erroneous, incomplete or inapplicable declarations or documents, or as a result of a delay in making the declarations or providing the documents required.

Where Customs procedures must be accomplished by FCH on behalf of the Client, the Order Giver shall guarantee the Licensed Customs Agent against all financial consequences incurred due to erroneous instructions, inapplicable documents, etc. which may, in general, entail an assessment of additional duties and/or taxes, or fines, etc. issued by the public authorities concerned.

In the event that the Recipient should refuse delivery of the goods, or in the event of the latter being in default for any reason whatsoever (notably if the Recipient fails to return returnable packaging), the Order Giver shall remain liable for the initial and additional costs due and committed by FCH in their totality.

According to the regulations relating to air transport safety, the Sender undertakes to implement and abide by guidelines in effect, whether national (Decree of 11 September 2013 of the French Civil Aviation Code) or European (Regulation (EU) 2015/1998 of 5 November 2015).

More generally, and without this list being limitative, the Client undertakes not to entrust to FCH any counterfeited products. The Client also undertakes to inform FCH of any non-apparent particularities of the merchandise which may affect the transport process.

Should the Client entrust to FCH any goods that contravene the aforementioned provisions, such goods shall be transported at the risk and peril of the Client and thereby releasing FCH from all liability.

In the event of any infringement of the aforementioned provisions, the Client authorises FCH to dispose of such merchandise in the manner it considers appropriate and shall indemnify FCH against any consequences whatsoever which may incur as a result of it.

Article 6. SHIPPING TERMS

No compensation for late delivery shall be due if no mandatory delivery date has been explicitly requested by the Order Giver and accepted by FCH. In this case, compen-

sation will only be admitted if a formal notice to deliver has been sent by the Client to FCH, by registered mail with acknowledgement of receipt, and left unremedied (except for just cause) within 3 days of receipt of the notice.

Article 7. LIABILITY

Without prejudice to the application of international agreements and the French Commercial Code, FCH's liability shall be limited as follows:

7.1. Road Haulage :

The liability of FCH for losses or material damage, late delivery or resulting non-material damage, shall not entail compensation exceeding the limits of liability provided by the CMR Convention.

7.2. Freight Forwarding:

7.2.1. Liability of the substitute carriers (Article L 132-6 of the French Commercial Code): FCH's liability is limited to that incurred by any of its substitute carriers within the context of the operation assigned to them. Where the limits of liability of the intermediaries or substitute carriers are not known or are not specified in mandatory or legal provisions, they shall be taken as identical to those of FCH.

7.2.2. FCH's personal liability:

- In the event that FCH's personal liability shall apply, pursuant to the provisions of the Standard Transportation Contract (as published in the French Official Journal on May 7th 1988), such liability may in no circumstances entail a compensation for material damage exceeding 22.87 euros per kilogram of the lost or damaged goods' gross weight, with a maximum amount of 686.02 kilograms per parcel, regardless of its weight, volume, size and nature, and of 7622.45 euros per shipment.

- Pursuant to the provisions of the Standard Transportation Contract (as published in the French Official Journal on May 7th 1988), compensation for non-material damage (including late delivery) shall not exceed the price cost for the transport of the Goods as described in the contract, and in any case, shall not exceed 7622.45 per shipment.

7.3. Acting as Forwarder and Warehouse Keeper:

For the compensation of all justified damages, FCH's liability cannot exceed 22.87 euros per kilogram of the lost or damaged goods' gross weight, with a maximum amount of 686.02 euros per parcel, regardless of its weight, volume, size and nature, and of 7622.45 euros per shipment.

7.4. Acting as Handling Agent (commissioned by an air operator):

FCH's liability for any material damage, late delivery or resulting non-material damage shall not entail a compensation exceeding the limits provided by the Warsaw Convention of 1929.

Any quotation given, any one-off price proposal, together with general rates shall be drawn up and/or published taking account of the limitations on liability described above. Any quotations, occasional price offers and general tariffs are established and/or published taking into account the abovementioned limitations of responsibility.

ARTICLE 8. SPECIAL TRANSPORT

For special transport (goods of exceptional size, dangerous goods, etc.), FCH will make the appropriate equipment available to the shipper, under the conditions provided to FCH beforehand by the Order Giver, who shall bear responsibility for choosing the equipment.

ARTICLE 9. HOLDING TIME

FCH's terms of carriage foresee a total holding time of goods of 90 minutes (1h30) per loading and unloading operation. Beyond that duration, the following rates will be charged by FCH: 38.11 euros pre-tax per hour up to ten hours (10h), then 381.12 euros pre-tax per period of twenty-four hours (24h).

ARTICLE 10. OVERWEIGHT

Should the Order Giver give FCH an incorrect weight which exceeds the vehicle loading capacity, all holding costs, fines, unloading and additional costs and damage caused to vehicle and third parties, whether human or material, shall be borne exclusively by the Order Giver.

Article 11. PAYMENT TERMS

Services are paid by Client upon receipt of invoice and without discount, to the headquarters of FCH and within 30 days as of the invoice.

In exceptional cases, where a payment schedule has been agreed, any partial payment will be firstly charged to the non-secured part of the debt. Failure to meet a single payment will lead, without further procedure, to the expiration of the term, the debt becoming immediately payable, even in the event of acceptance of the bill. Penalties will automatically be applied in all cases where the sums due are paid after the agreed date of payment shown on the invoice. These penalties are equal to that resulting from the application of a rate equal to 1.5 time the legal interest rate (Law no.92.1442 of 31 December 1992).

Where the case should be forwarded to a collection agency, all accessory costs, in addition to the debt, shall be paid by the debtor, without prejudice to any other requests.

ARTICLE 12. CONTRACTUAL LIEN

Whatever the capacity FCH may be acting in, the Order Giver expressly acknowledges that FCH's contractual lien shall prevail over its right of general and permanent lien and preference insofar as concerns all goods, assets and documents held by FCH, this guaranteeing all debts (invoices, interest, incurred expenses, etc.) owed to FCH, even those prior or alien to the operations being carried out relating the said goods, values and documents.

ARTICLE 13. TIME BAR

Except where the limitation periods provided by international agreements and Article L133-6 of the French Commercial Code apply, any legal action to which the contract agreed between the Parties may give rise shall be barred by limitation to a period of one year, running from the date of completion of the service contracted or the originally planned date of completion.

ARTICLE 14. JURISDICTION

Any dispute, claim or disagreement that may arise from or relating to this agreement and/or these GTC, shall fall within the sole competence of the Commercial Court where FCH has its registered offices. However, prior to any legal action, the parties shall seek an amicable settlement, and to this effect, shall appoint a conciliator by mutual consent within 15 days of the dispute arising. Should the parties fail to reach an agreement within this delay, the conciliator shall be appointed by the President of the Commercial Court where FCH has its registered offices, acting in summary proceedings. These provisions only apply where the dispute does not fall within the competence of the Commercial Court acting in summary proceedings, particularly due to a lack of emergency or serious claim as to the substance.